

WPA 14077 of 2026

**Parimal Mandal & Ors.
Vs.
The State of W. B. & Ors.**

Mr. Anish Kumar Mukherjee
Mr. T. Pramanik ...for the petitioner.

Mr. Chitta Ranjan Chakraborty
Mr. Sumit Banerjee
Ms. P. R. Jaiswara...for the respondent no.5.

Mr. D. N. Ray
Mr. Madhu Jana
Ms. Puja Sonkar ...for the State.

Affidavit of service filed by the petitioners is taken on record.

The petitioners who are members of Nurpur Gram Panchayat floated a no confidence motion for removal of the Upa Pradhan, being the 4th respondent herein, before the Block Development Officer and Prescribed Authority, being the 2nd respondent herein, which was received by the authority on 5th June, 2026.

The petitioners seek a direction upon the Prescribed Authority to convene the meeting and conclude the proceeding within the time frame stipulated in the Act.

Opposing such prayer, learned counsel for the private respondent/Upa Pradhan submits that since the time frame stipulated in Section 12 of the West Bengal Panchayat Act, 1973 has expired, the notice has become

infructuous. The petitioners may be granted liberty to submit a fresh requisition notice in accordance with law.

Learned counsel has referred to a judgment passed by an Hon'ble Division Bench of this Court in MAT 524 of 2026 on 24th March, 2026 wherein in a similar situation, the Hon'ble Division Bench has observed that the time limits fixed by the statute are mandatory and Section 12(10) of the Act provides that the entire matter up to communication of the result of the meeting upon preparation of the report must be completed within 30 days from receipt of the motion. The Hon'ble Court set aside the direction to straightaway convene the meeting in view of the fact that compliance of sub-sections 2 and 3 were not recorded in the order passed by the learned Single Bench.

With utmost deference to the said order, this Court is inclined to place reliance on the authority *C. Bright vs. District Collector & Ors.* reported in (2021) 2 SCC 392 wherein the Hon'ble Supreme Court has dealt with the rule of interpretation of statutes and has observed that the use of the word 'shall' in the statute does not necessarily mean that in every case it is mandatory that unless the words of the statute are literally followed, the proceedings or the outcome of the proceeding would be invalid. When the statute uses the word 'shall', prima facie, it is mandatory, but the Court may ascertain the real intention of the legislature by carefully attending to

the whole scope of the statute. The principle of liberal construction of the statute alone in all circumstances may not serve the purpose of the statute. Referring to a judgment in *Remington Rand of India Ltd. vs. Workmen* reported in AIR 1968 SC 224 dealing with Section 17 of The Industrial Disputes Act, 1947, the Hon'ble Court has stated that though Section 17 is mandatory, the time limit to publish the award within 30 days is directory, inter alia, for the reason that the non-publication of the award within the period of 30 days does not entail any penalty.

The ratio decidendi of the judgment is applicable in the fact situation of the present case wherein non-compliance of the mandate laid down under Section 12 of the Act of 1973 does not entail any penalty upon the Prescribed Authority.

In view of the proposition of law laid down by the Hon'ble Supreme Court, this Court directs the Prescribed Authority and Block Development Officer, being the 2nd respondent herein, to convene the meeting by treating the requisition notice to have been submitted on the date of communication of this order and take the proceeding to its logical conclusion in terms of Section 12 of the Act.

The writ petition is disposed of accordingly.

There shall, however, be no order as to costs.

Since no affidavit is invited, the allegations contained in the writ petition are deemed not to have been admitted.

All parties are to act on a server copy of this order duly downloaded from the official website of this Court.

Urgent certified website copy of this order, if applied for, be supplied to the parties upon compliance with all requisite formalities.

(Suvra Ghosh, J.)